U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF INDIANA HAMMOND DIVISION

In Re:	
LARRY NORBERT LUEBCKE,	Chapter 7 Proceedings
Debtor	Case No: 14-20332-jpk
************	ошосто. 14 20332-јрк
THE NOVOGRODER COMPANIES, INC.,) Plaintiff,	
v.)	Adversary Proceeding No.
LARRY NORBERT LUEBCKE,	
Defendant.	

COMPLAINT/OBJECTION TO DISCHARGE

Comes now, Plaintiff, The Novogroder Companies, Inc., by counsel, and in support of its Complaint for Objection to Discharge, states as follows:

PARTIES/JURISDICTION

- Defendant, Larry Norbert Luebcke ("Luebcke") is the Debtor in the above referenced Chapter 7 case filed on February 18, 2014.
 - 2. The Novogroder Companies, Inc. ("Novogroder") is a Creditor of the Defendant.
 - 3. The Court has jurisdiction over this case pursuant to 28 U.S.C. § 1334.
 - This Complaint is a core proceeding pursuant to 11 U.S.C. § 157.
- Novogroder's Complaint is based on 11 U.S.C. § 523(a)(6), 11 U.S.C. § 523(c)(l),
 U.S.C. § 727(b) and Bankruptcy Rules 4004, 4007, and 7001.

COUNT I

INTENTIONAL DAMAGE

- Luebcke was a tenant on a Lease executed with Novogroder for a Mexican restaurant located in a shopping center known as the "Lowell Commons" (hereinafter "Leased Premises"). The Lease is attached hereto as Exhibit A and incorporated herein as if fully set forth.
- 2. The Bankruptcy Code does not discharge any debt arising from "willful and malicious injury by the Debtor to another entity or to the property of another entity." 11 U.S.C. § 523(a)(6). "Willful and malicious" means a deliberate or intentional wrongful act, done without excuse or just cause, which produces or results in harm or injury, and that the wrongdoer need not have a specific intent to cause the resulting harm or injury to the person and property of the plaintiff." *In re Mills*, 111 B.R. 186, 194 (N.D. Ind. Bankr. 1988). "It is the intent to do the act, which is the legal event, and not the intent to do harm." *Id*.
- Luebcke removed personal property that Novogroder had an interest in and damaged the Leased Premises.
- Luebcke's actions with respect to the Leased Premises were willful and malicious because he intentionally damaged the Leased Premises.
 - 5. Luebcke's actions were without excuse or just cause.
 - 6. Luebcke's actions resulted in pecuniary loss to Plaintiff.
- 7. Novogroder's claim against Defendant is not subject to discharge, pursuant to 11 U.S.C. § 523(a)(6).

WHEREFORE, pursuant to 11 U.S.C. § 523(a)(6), the Novogroder Companies, Inc., by counsel, respectfully requests that this Court deny a discharge with respect to Novogroder so

Novogroder may recover damages, prejudgment and postjudgment interest, and all other just and appropriate relief.

Respectfully submitted,

KORANSKY, BOUWER & PORACKY, P.C.

By: /s/ Greg A. Bouwer

Greg A. Bouwer (#16368-53) 425 Joliet Street, Suite 425 Dyer, IN 46311

Telephone: 219/865-6700 Facsimile: 219/865-5840

COUNT II

UNAUTHORIZED CONTROL

- 8. For paragraphs 1-7 of this Count II, Plaintiff, The Novogroder Companies, Inc., incorporates paragraphs 1-7 of Count I as fully set forth hereinabove.
- 9. Under the Lease, the tenant granted Novogroder a security interest in all personal property at the Leased Premises. In addition, Luebcke promised Novogroder that he would not remove any personal property from the Leased Premises.
- Luebcke removed the personal property from the Leased Premises and knowingly and intentionally exerted unauthorized control over such property.
- 11. Novogroder has sustained loss and damage caused by the intentional and deliberate acts of Luebcke, and Novogroder's claim is not subject to discharge pursuant to 11 USC § 523(a)(6).

WHEREFORE, pursuant to 11 U.S.C. § 523(a)(6), the Novogroder Companies, Inc., by counsel, respectfully requests that this Court deny a discharge with respect to Novogroder so

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Novogroder may recover damages, prejudgment and post judgment interest, and all other just and appropriate relief.

Respectfully submitted,

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/s/ Greg A. Bouwer Greg A. Bouwer (#16368-53) 425 Joliet Street, Suite 425 Dyer, IN 46311

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EXHIBIT A

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LEASE

Agreement of	LEASE made	and	entered	Into	as	of the	_10th	day	0
February		, 45	2010						

		ARTICLE I
	CERTAIN REGING	TIONS and BASIC LEASE TERMS
		2007 - 1904 - 1904 - 1905 - 190
	ertain Definitions. As use	
(a		n THE NOVOGRODER CO., INC., as Agent, ue. Chicage, Illinois 60611.
(b) "Tenant" shall mean	RON BURGET
		MICHELLE BURGET
	(a)	LARRY LUEBCER
		**
A	ddress of Tenant.	10805 Broadway Avenue
		Crosen Point, IN 46307
		120 E42
Le	eased Premises:	East Corner Store of Lowell Commons -
		I-65 and Route 2
6		
(0	designated as location T_65_and_Route	shall mean the premises within the Shopping CenterEast_Corner Store of Lowell Commons -
(0	designated as location T-65 and Route having a Floor Area of	East Corner Store of Lowell Commons -
(c)	designated as location T=65 and Rent= having a Floor Area of cept the rights and inter Lease.) "Shopping Center" sh hereto, including any a excluding any portion t	East Corner Store of Lowell Commons - 2 approximately 3,600 square feet ex-
	designated as location T=65 and Route having a Floor Area of cept the rights and intel Lease. "Shopping Center" she hereto, including any a excluding any portion t public use, known as i "Lease" shall mean Art which, by such referent	East Corner Store of Lowell Commons — 2 approximately 3,600 square feet, ex- rests reserved and excepted as hereinafter set forth in this all mean the real estate described in Exhibit "A" attached and all improvements now or at any time located thereon, hat may be taken by eminent domain, or be dedicated for
(d (e	designated as location T=65 and Route- having a Floor Area of cept the rights and inter Lease.) "Shopping Center" she hereto, including any a excluding any portion t public use, known as to "Lease" shall mean Art which, by such referent with any amendments, herein. THER DEFINITIONS, For comparison of the public use.	East Corner Store of Lowell Commons— approximately 3,600 square feet, ex- rests reserved and excepted as hereinafter set forth in this all mean the real estate described in Exhibit "A" attached and all improvements now or at any time located thereon, hat may be taken by eminent domain, or be dedicated for the Lowell Commons icles I through XII hereof and the exhibits referred to herein ces, are hereby adopted and made a part hereof, together modifications, schedules or plans specifically referred to
(d) (e) (e) (e) (e) (e) (e) (e) (e) (e) (e	designated as location T-65 and Ronte- having a Floor Area of cept the rights and intel Lease.) "Shopping Center" shi hereto, including any a excluding any portion t public use, known as to a support of the shift of the shif	East Corner Store of Lowell Commons— 2 approximately 3,600 square feet, ex- rests reserved and excepted as hereinafter set forth in this all mean the real estate described in Exhibit "A" attached and all improvements now or at any time located thereon, hat may be taken by eminent domain, or be dedicated for the 1,000 for any or at any time located thereon, cless I through XII hereof and the exhibits referred to herein 223, are hereby adopted and made a part hereof, together modifications, schedules or plans specifically referred to larity and convenience, other terms defined herein from time s Lease shall have the defined meaning so given. ses to Tenant, and Tenant accepts and takes from Landlord bject to the terms, conditions, and convenants contained in xtensions thereof.
(d) (e) (e) (e) (e) (o) (d) (d) (e) (e) (e) (e) (e) (e) (e) (e) (e) (e	designated as location T-65 and Ronte- having a Floor Area of cept the rights and intel Lease.) "Shopping Center" shi hereto, including any a excluding any portion t public use, known as to a support of the shift of the shif	East Corner Store of Lowell Commons— approximately 3,600 square feet, ex- rests reserved and excepted as hereinafter set forth in this all mean the real estate described in Exhibit "A" attached and all improvements now or at any time located thereon, hat may be taken by eminent domain, or be dedicated for the Lowell Commons icles I through XII hereof and the exhibits referred to herein ces, are hereby adopted and made a part hereof, together modifications, schedules or plans specifically referred to arity and convenience, other terms defined herein from time seas shall have the defined meaning so given. ses to Tenant, and Tenant accepts and takes from Landlore bject to the terms, conditions, and convenants contained it

Actual Lease dates will commence the earlier of when the Tenar t opens for business or June 1, 2010. The Lease will then continue for 60 months.

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Case 14-20332-jpk Doc 47 LOWELL COMMONS

Mexican Restaurant

Minimum Rent

First 4 months - \$2,000.00 per month Next 8 months - \$4,000.00 per month
Next 12 months - \$4,160,00 per month
Next 12 months - \$4,320.00 per month
Next 12 months - \$4,480.00 per month
Next 12 months - \$4,480.00 per month Next 12 months - \$4,640.00 per month

Annual rent is twelve times the monthly rent.

The above rent includes real estate taxes, common area maintenance, and insurance. Tenant will be responsible for their proportionate share of real estate taxes, common area maintenance, and insurance above the Base Year.
Base Year for Real Estate Taxes is 2007 Paid in 2008.
Base Year for CAM and Insurance is 2009.

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ARTICLE IV

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ARTICLE V

ARTICLE ARTICLE

of a conspiration period the provents after or 1 Tensari's Common Arian menterance cost or face planed and the adjusted in proportion to the amount of auth priod convent by the Lester Tenn.

ANTICLE VI

UTALITY SERVICES.

8.01 Paskell Space. Tensand shall pay for all stillates used in the Larged Premises, including all electricity, gas, and vasion and shall pay for all stillates used in the Larged Premises, including all electricity, gas, and vasion and shall pay for all stillates used in the Larged Premises, including all electricity, gas, and vasion and shall not gave the stillates and server content and other and content and object and specific properties and stillates the stillates and server of the stillates of the stillates and server of the stillates of the stillates and server of the stillates and stillates and server of the stillates and stillates and server of the stillates and stillates and stillates and server of the stillates and the stillates and stillat

ATTICLE VII.

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(a) To perform promptly at of the obligations of Terratric as set forth is this Leesa, including the obligations by given during all rest of set shaped, and when the printing the obligations to give when during all rest of set discharged, make and other sums which by the terms of the leases are to be paid by Terrata, Payment of all such amounts shall be just to: *See. De Low

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spous or near such buildings or the Leaned Premises or otherwise, (vit) the failing of any fature, pleaser or coving material, and (1) in year, commission or majliprace of otherwises, or of other persons or companies of said failings are of salestings or configurately supporting or or Leandard, Leandard's breakfaither, their agent or contributes.

(b) To promit Leandard, Leandard's mortigages and thoir responsible agents to entire the Leandard's Promotive or commonitie times for the purpose of irregarding the terms, or indicate greater and other than the contributes the said of the purpose of irregarding the terms, or indicate greater and office or officerations therefore on the buildings in which the water was located, of alterial sections of the said and of short the said and of showing the Leaned Premises to prospective purchases and sevents.

* Please make check payable to:

NOVOGRODER COMPANIES, INC.

and mail to:

COMMERCIAL PROPERTIES c/o DELAWARE PLACE BANK 190 East Delaware Place Chicago, IL 60611

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(i) To promptly becomes a member of, and ast elitime melinals intermination in any inscriptions electrosistic of the Tenarri's endice occapions to the Obogopie Commit with event such an instruction of the Committee of

DAMAGIE, DESTRUCTION and EMINIDIT DOMAIN
9.1 Fire, Explosion or Other Canualty. In the word the Leased Phymisics are damaged by fire, su-plosion or any other casually to an extent which is less than fifty percent (50%) of the cost of replace-

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ment of the Leaseed Premises. Is immage shall promptly be mapalled by Landford at Landford's expense, provided that Landford shall not be obligated to an expell at landford shall not be obligated to an expell at landford shall not be obligated to an expell at landford shall not be obligated to an expell at landford shall not be obligated to an expell at landford shall not be obligated to an expell at landford to an expell at landford to an expell at landford to the consult of the Insurance proposed an excessor of monotrabiles are a motal of sput changes, and that in an owner, and the landford be required to require an expell of the state of the state of the insurance provided, (c) the Leaseed Frenthees shall be distinged to the expell at the state of the promote (1994) or motor of the contract of required to require at he distinct a few provided (c) the Leaseed Frenthees shall be distinged to the extended to require a the distinct and the state of the state

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IN WITNESS WHEREOF, the Landlord and Tenant have duly executed and delivered this Lease between them, as of the date first above set forth.

11.17 Landlord will loan Tenant \$50,000.00 toward Tenant

Improvements, to be paid as follows: 1.) \$5,000.00 when permits are issued. (1) 35,000.00 when Certificate of Occupancy is

issued and all waivers are sent to Landlord.

No portion of this Tenant Improvement allowance can be used for equipment, furniture or signs.

11.18 Landlord will the tape walls, provide an open ceiling with hanging lighting, and build-out a bathroom at rear of space. All other work will be completed by Tenant.

4. 10,000. Prom when ready is

LANDLORD:

THE NOVOGRODER COMPANIES, INC. As Managing Agent/for/_LOWELL COM-LOWELL COMMONS

GEORGE MOVOGRODE

LARRY LUEBCKE



RIDER TO LEASE dated February 10, 2010 between Ron Burget and Michelle Burget and Larry Luebcke, (Tenant) and NOVOGRODER COMPANIES, INC. As Managing Agent for LOWELL COMMONS (Landlord)

Date of this Rider: February 1, 2012

- 1. Effective February 1, 2012, Gregory Galgan is added as an additional Tenant on the above-referenced Lease.
- 2. All other terms and conditions of the existing Lease shall remain the same.

LANDLORD

THE NOVOGROVER COMPANIES, INC.
As Managing Agent for LOWELL COMMONS

George Novogroder President

GREGORY GALGAN